

# TRANSPORTATION AGREEMENT

**PROVIDER:**

Board of Sumter County Commissioners  
DBA Sumter County Transit  
229 E. Anderson Ave.  
Bushnell, Florida 33513

**PURCHASER:**

City of Bushnell  
P.O. Box 115  
Bushnell, Florida 33513

WHEREAS, PROVIDER has the transportation equipment and personnel to supply services for the transportation of the City of Bushnell, and

WHEREAS, PURCHASER is desirous of purchasing such services;

NOW, THEREFORE:

**A. The PROVIDER Agrees:**

1. To operate its transportation system in compliance with its approved Service Plan.
2. To supply shuttle trips in a continuous fashion, between various parking lots within the City of Bushnell and two drop off points near the Bushnell Fall Festival event.
3. Transportation will be provided as described above on Saturday, October 17, 2009, starting at approximately 8:00 AM until approximately 5:00 PM.
4. To supply Worker's Compensation Insurance.
  - a. The Provider shall provide and maintain Worker's Compensation Insurance to provide protection from claims under Worker's Compensation Laws in connection with operations in the performance of the contract, and shall comply with Worker's Compensation Laws of the State of Florida.
  - b. Attention is called to the fact that all insurance companies utilized shall be authorized to do business in the State of Florida.
5. Federal and State Regulations:

To comply with all Federal, State and Local laws and regulations governing transportation as required.
6. Audit and Records
  - a. To maintain financial records and reports relating to funds paid under the Agreement and submit reports to the Purchaser as required.
  - b. The Purchaser and other authorized representative(s), State Examiner or public accountants, and auditors, upon request, shall have access to all such records for audit or review at a reasonable time and place.
7. Retention of Records

The Provider will retain all books, records, accounting records and other documents relative to the Agreement for a period of five (5) years.

## 8. Monitoring

- a. To permit the Purchaser, its designee, and any authorized Federal, State and County personnel to monitor the aforementioned service program according to applicable regulations of the State and Federal Government and to audit and review all records required to be maintained.
- b. Such monitoring shall consist of, but shall not be limited to, the inspection at any time of the Provider's transportation system.

## 9. Civil Rights Act of 1964, Title VI and VII

- a. That there will not be discrimination against any employee or person served on account of race, color, sex, religious background, ancestry or national origin in its performance of this contract.
- b. That the Provider shall comply with Title VII of the Civil Rights Act of 1964 (42-USC-2000e) in regard to employees or applicants for employment, and any regulation issue pursuant thereto.
- c. That the Provider shall comply with Title VI of the Civil Rights Act of 1964 (42-USC-2000) in regard to persons served, and the regulations issued pursuant thereto, (45 CFR, part 80).

## 10. Indemnification

1. That Provider shall act as an independent contractor and not as an employee of the project or grantee agency in operating the aforementioned services. Provider shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the project and Purchaser harmless, for all claims, suits, judgment or damages arising from the operations of the aforementioned services during the course of this Agreement, provided this clause shall not operate as a waiver of sovereign immunity levels of liability.
2. The Provider shall procure and carry Public Liability Insurance, insuring the Provider against injury to person and persons including death in the sum of no less than \$100,000/\$200,000 covering any one incident/accident and shall carry Property Damage Insurance in the amount of \$100,000 as minimum coverage with automobile Liability Insurance to be in the sum of not less than \$200,000 each occurrence; all indicated coverage insuring the Provider as their interest may appear. Such insurance shall protect from such claims under operations of this agreement, whether such operations by provider or by anyone directly employed.

## B. The Purchaser Agrees:

To notify Provider of changes in its transportation needs not less than twenty four (24) hours prior to the date on which said transportation is needed.

## C. The Purchaser and Provider Mutually Agree:

1. The Purchaser shall reimburse the Provider \$40.65 per hour, per bus, to support the cost the Provider would incur while providing this service. Portions of an hour will be billed in quarter hour intervals. Purchaser will pay such billing within thirty (30) days of invoice date.
2. The Provider will maintain the vehicle to standards prescribed in Rule Chapter 14-90 Florida Administrative Code.
3. Effective Date and Term
  - a. The effective date of this agreement is October 17, 2009 8:00 a.m.
  - b. This agreement shall remain in force until October 17, 2009 5:00 p.m.

#### 4. Termination

a. Termination because of lack of funds – It is further agreed that in the event funds to finance this Agreement, or part of this Agreement, become unavailable, the obligations of each party may be terminated upon no less than twenty-four (24) hour notice in writing to the other party. Said notice shall be delivered by certified mail, or in person.

b. Termination for breach – Unless a breach is excused, either party may, by written notice of breach to the other party, terminate the whole or any part of this agreement in any of the following circumstances:

- 1). If the Provider fails to provide services in the manner specified in the agreement within the time specified herein.
- 2) If the Provider fails to perform any of the provisions of this agreement.
- 3) If the Purchaser fails to pay the Provider's invoices as specified herein.
- 4) Termination shall be upon no less than twenty-four (24) hours notice in writing delivered by certified mail, or in person. Both parties shall continue the performances of this agreement to the extent not terminated under the provisions of this clause.

c. Termination for convenience – Either party may terminate at anytime during the life of this Agreement with respect to transportation by giving thirty (30) days notice in writing to the other party of it intention to do so.

d. Waivers or breach of any provision of this agreement shall not be deemed to permit any other subsequent waiver or breach and shall not be constructed to be a modification of the terms of the agreement.

5. Amendment – This agreement may be amended at any time by mutual consent of the parties involved.

**This Agreement**, made this \_\_\_\_\_, by and between Board of Sumter County Commissioners, DBA Sumter County Transit, herein referred to as the "PROVIDER" and City of Bushnell, herein referred to as the "PURCHASER", and shall be effective as specified above, and during such additional period or periods as the PROVIDER AND PURCHASER may agree upon.

#### WITNESSETH THAT:

PROVIDER:

/s/

\_\_\_\_\_  
Garry Breeden, Chairman  
Board of Sumter County Commissioners

Attest:

Gloria R. Hayward  
Clerk of the Circuit Court

/s/

\_\_\_\_\_  
Connie Webb, Deputy Clerk

PURCHASER:

/s/

\_\_\_\_\_  
Vince Ruano, City Manager  
City of Bushnell

Attest:

\_\_\_\_\_  
Shelley Baines